

C O N T R A C T

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NEW MILFORD BOARD OF EDUCATION

and

NEW MILFORD ASSOCIATION OF EDUCATIONAL SECRETARIES

JULY 1, 2008 through JUNE 30, 2011

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ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Association of Educational Secretaries, hereinafter referred to as the "Association", as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the Secretarial/Clerical personnel, other than Confidential Employees employed by the Board of Education, hereinafter referred to as the "Board".

ARTICLE II - NEGOTIATIONS PROCEDURE

- A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an Agreement in accordance with Chapter 123, Public Laws 1974, on matters concerning the terms and conditions of employment. The Association shall submit its proposals to the Board no later than December 1 of the calendar year preceding the calendar year in which this Agreement expires. The Board shall submit its proposals to the Association no later than January 15 of the calendar year in which the Agreement expires. Any final Agreement so negotiated shall apply to all members of the appropriate unit, as set forth in ARTICLE I, be reduced to writing, and signed by the Board and the Association.
- B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final Agreement as established in paragraph A of this ARTICLE.
- C. It is understood that both the Board and the Association must approve the final Agreement between the parties before that agreement becomes final and binding upon the respective parties.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

A grievance shall mean that employees or a representative of employees may appeal the interpretation, application, or alleged violation of this Agreement, and administrative decisions affecting them. A grievance to be considered under this procedure must be initiated in writing, within fifteen (15) school days from the time when employees knew or should have known of its occurrence.

B. PROCEDURE

The Grievance Procedure shall consist of five (5) Levels.

1. Level One

The employee with a grievance shall first discuss it with his/her immediate supervisor, with the objective of solving the matter informally.

2. Level Two

If, within seven (7) school days thereafter, a problem remains unresolved, the grievant shall set forth his/her grievance in writing to his/her immediate supervisor stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for relief.

The supervisor shall communicate his decision to the grievant in writing, with copies to the Association, within seven (7) school days of the receipt of the written complaint.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

3. Level Three

The grievant may appeal the immediate supervisor's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate their decision in writing to the grievant with a copy to the Association.

4. Level Four

If the grievance is not resolved to the grievant's satisfaction, he/she may within fifteen (15) school days request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association within fifteen (15) school days.

5. Level Five

If the grievant is not satisfied with the disposition of his/her grievance at Level Four within five (5) days of the response in Level Four, the following procedure shall be used to secure the services of an arbitrator:

ARTICLE III - GRIEVANCE PROCEDURE (continued)

- a. A joint request shall be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question not later than ten (10) school days after the decision by the Board.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names not later than ten (10) days from the receipt of the first list.
- c. If the parties are unable to determine a mutually satisfactory arbitrator from the second list submitted, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- d. In deciding grievances, the arbitrator shall be without power or authority to make any decisions contrary to, or inconsistent with, or modifying or varying in any way, to the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
- e. The arbitrator shall confer with the representatives of the Board and of the Association and shall proceed with a hearing and submit a written report within thirty (30) days of the close of the record setting forth his findings of fact, reasoning and conclusions on the issue submitted.
- f. The costs of the services for the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses

ARTICLE III - GRIEVANCE PROCEDURE (continued)

and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- g. If time is lost by the grievant due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute and the time lost by the grievant must either be without pay or charged to personal time if the grievance is denied. If the grievance is sustained, the grievant shall not suffer loss in pay. If the arbitrator subpoenas an employee to attend the arbitration proceedings as a witness, this employee shall not suffer loss in pay. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step, within the same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the employees, including the grievant, will continue to follow the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, until such grievance is properly determined.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

- D. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.
- E. Any employee may be represented at all stages of the grievance procedure by his or her self, a person of their choosing, or by the Association's representative. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
- F. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such a grievance to their immediate supervisor and follow the procedures starting with Level One. The Association may process such a class or group grievance through all subsequent levels of the Grievance Procedure.
- G. Meetings and hearings under this procedure shall not be conducted in public unless a public meeting is requested by the grievant.
- H. It is the responsibility of personnel covered in Article I to carry out administrative directions and regulations required by Board Policy subject to the understanding that the Grievance Procedure shall be available under the terms specified in Article III, if it is felt any such regulation is in conflict with the express terms of this Agreement.

ARTICLE IV - MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.
- B. As listed in Title 18A:11-1 New Jersey Statutes Annotated 1968, the Board shall:
 - 1. Make, amend, and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of the conduct and discharge of its employees, subject, where applicable, to the provisions of Title 11, Civil Service, of the Revised Statutes; and
 - 2. Perform all acts and do all the things consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

ARTICLE V - WORK SCHEDULE

- A. All employees covered by this Agreement shall work an eight (8) hour day which includes one (1) hour for lunch or dinner.
- B. The hours of work for all employees shall be determined and established annually by the Business Administrator in consultation with the immediate supervisor(s). Normally the day shift hours will occur between 6:00 a.m. and 6:00 p.m.
- C. All employees will be off on the days listed on the School Calendar established annually by the Board. Each employee may be scheduled to work for two (2) days, at their individual daily rate of pay, during the breaks as established by the calendar, when required by the Business Administrator. Individual employees required to work will be notified at least two (2) weeks prior to the recess. Scheduled early dismissals for staff shall be an early dismissal for secretaries, as determined by the building administrator.
- D. In the event it is necessary for any employee to work on days off as established by the annual school calendar and still have worked less than forty (40) hours in a week, they will be compensated at the rate of 1/240 of their annual salary per day or given compensatory time off.
- E. In the event it is necessary for any employee to work in excess of forty (40) hours in any one (1) week, overtime shall be paid at the rate of time and one-half.
- F. Employees who are placed in a temporary employment category that is higher than their normal employment category shall receive the appropriate salary of the higher level after working one (1) full day in the higher category.

ARTICLE VI - SALARY GUIDE PROVISIONS

- A. The Salary Guide for all employees covered by this Agreement are set forth in SCHEDULE A.1 , A.2 and A.3 attached hereto and made part hereof.
- B. All new employees will be employed at the base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator, not to exceed top step of the guide.
- C. All personnel employed on or before January 31 of any year shall be eligible for a full increment. All personnel employed February 1 or after shall not be eligible for an increment unless granted the increment by the Board.
- D. All advancement on the salary guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- E. Longevity shall be defined as actual years of service in New Milford. Longevity payments are in addition to regular increments and/or increases.

All twelve (12) month employees shall receive longevity payments in accordance with the following schedule:

- In the tenth through and including the twelfth (10th-12th) year, add one thousand five hundred (\$1,500) dollars
- In the thirteenth through and including the fifteenth (13th-15th) year, add two thousand five hundred (\$2,500) dollars
- In the sixteenth year and over (16th-over), add three thousand five hundred (\$3,500) dollars

All ten (10) month employees shall receive longevity payments in accordance with the following schedule:

ARTICLE VI - SALARY GUIDE PROVISIONS (continued)

- In the tenth through and including the twelfth (10th-12th) year, add one thousand (\$1,000) dollars
 - In the thirteenth through and including the fifteenth (13th-15th) year, add two thousand (\$2,000) dollars
 - In the sixteenth year and over (16th-over), add three thousand (\$3,000) dollars.
- F. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptance standards as determined by the Business Administrator in consultation with the employee's immediate supervisor(s).
- G. Employees will be hired on a sixty (60) day trial basis.
- H. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- I. The first paycheck of the school year will be available on the Friday following the first day of classes.
- J. A twelve (12) month pay option will be made available to ten (10) month employees who make a written request for such an option.

ARTICLE VII - HEALTH INSURANCE PROVISIONS

- A. The Board shall provide health care insurance protection designated below, paying the full premium for each secretary's coverage and appropriate coverage for dependents. Provisions of the existing School Employees Health Benefits Program shall be detailed in the master policies and contracts agreed upon by the Board and the Association, and shall include:
1. Hospital room and board and miscellaneous costs
 2. Out-patient benefits
 3. Laboratory fees, diagnostic expenses and therapy treatments
 4. Maternity costs
 5. Surgical costs
 6. Major Medical coverage
 7. Prescription Coverage
- B. The Board will provide individual and dependent coverage in the following Health Care Insurance Plans for secretaries hired prior to July 1, 1994. The Board will provide individual coverage only for secretaries hired after July 1, 1994. The secretary may choose to enroll his dependents in these plans at a cost to be established by the Board, but paid for by the secretary. The Board will provide and pay for the secretary's dependent coverage upon the commencement of the secretary's fourth (4th) full year of service.
1. Dental Plan –
 2. Effective July 1, 2001 secretaries shall contribute five percent (5%) of the annual premium.
 3. Vision Care Plan.

ARTICLE VII - HEALTH INSURANCE PROVISIONS (continued)

4. The Board reserves the right to change any of the plans noted in Section B or to change insurance carriers provided substantially similar benefits in the aggregate in each plan are provided.
 - a. The Association will be notified not less than thirty (30) days in advance of any proposed change of plan or carrier.
 - b. The Association will be provided information regarding the new plan and/or carrier.
 - c. In the event that the Association does not agree that the new plan and/or carrier provides in the aggregate for substantially similar coverage, the Association may, within twenty (20) school days, file a grievance at Level Five for an expedited arbitration.
 - d. The Board agrees that there will be no change in plan and/or carrier pending the issuance of an arbitration decision.
- C. For each secretary who remains in the employ of the Board for the full school year, and will be reemployed for the following school year, the Board shall make payment of health insurance premiums to provide coverage for the full twelve (12) month period commencing September 1 and ending August 31, provided the carrier's contract provisions are met.
- D. If there is an interruption of employment of a member, the Business Administrator is responsible to notify that person of their right of COBRA Benefits.

ARTICLE VII - HEALTH INSURANCE PROVISIONS (continued)

- E. The Board shall supply to each secretary a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed.
- F. To be eligible for health insurance coverage under the provisions of this Article, a secretary must be regularly employed no less than twenty (20) hours per week.

ARTICLE VIII - SICK LEAVE

- A. All twelve (12) month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year pursuant to N.J.S.A. 18A:30-2. All ten (10) month employees employed by the Board shall be entitled to ten (10) sick leave days each school year pursuant to N.J.S.A. 18A:30-2. When an employee works less than a full contractual year, the number of sick days will be prorated accordingly. Unused sick leave days shall be accumulated from year to year, with no maximum limit. For accumulation purposes, the Board will consider that employees earn one (1) sick day for each month worked.
- B. Noncumulative additional sick leave benefits may be allowed to employees upon application to and approval by the Board in each individual case.
- C. Sick days taken in excess of the accumulated total and noncumulative benefits will result in a reduction in pay. This reduction will be taken at the rate of 1/240 of annual salary for twelve (12) month employees and 1/200 of annual salary for ten (10) month employees.
- D. All employees covered by this contract shall be entitled to receive payment for their accumulated sick leave upon retirement, provided they meet the criteria set forth below.
 - 1. A minimum of ten (10) years of continuing employment for the New Milford Board of Education.
 - 2. The employee must be retiring or leaving the system.
 - 3. In the event of the death of an employee who has otherwise fulfilled the requirements of this Article, the benefit noted in Section D shall be paid to the secretary's designated beneficiary or estate.

ARTICLE VIII - SICK LEAVE (continued)

- E. The amount of sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement or leaving the system, accumulated since the beginning date of employment.
- F. The sick leave benefit shall be computed by multiplying the days of accumulated sick leave by sixty (\$60) dollars per day. Payment for accumulated sick leave shall not exceed fifteen thousand dollars (\$15,000).

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to temporary leave of absence as follows:

1. Death in the Immediate Family

- a. Leave of absence without loss of pay following death in the family* shall be granted for six (6) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or five (5) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual. The superintendent may increase the time allowed on a case by case basis in his/her sole discretion. The Superintendent's decision shall be final and binding and shall not be subject to the grievance and/or arbitration procedures set forth in Article III of this Agreement.

**wife · husband · son · daughter · mother · father · sister · brother · mother-in-law · father-in-law · daughter-in-law · son-in-law · domestic partner, as defined by N.J.S.A. 26:8A-1*

- b. Leave of absence without loss of pay following death of other family members* shall be granted for four (4) consecutive calendar days, one of which is the day of death or the day of burial inclusive; or three (3) consecutive calendar days, one (1) of which is the day of death or the day of burial inclusive, and one (1) day which may be used at a later date for legal matters related to the death of the individual.

**sister-in-law · brother-in-law · grandparents · close friend*

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE (continued)

2. Death of Other Relative

In case of death of any relative not listed in Part 1 above, the secretary shall be granted one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearances in any legal proceeding connected with the secretary's employment or in any other legal proceeding that the secretary is required by law to attend, shall be granted without loss of pay. This section shall not apply in connection with any litigation involving a job action, work stoppage or strike against the Board.

4. Personal Leaves

- a. Noncumulative personal leave, without a reason, up to three (3) days total per school year, shall be granted without loss of pay. Two (2) of the three (3) days can be carried over to the following year. Personal days cannot total more than six (6) days. Half days will be counted as four (4) hour days from the start time or the specified time of arrival for individual buildings and job descriptions.
- b. All applications for personal leave shall, except in cases of emergency, be made at least five (5) school days prior to the requested leave. In an emergency, the leave form will be completed upon the return to work.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE (continued)

- c. Personal leave application forms shall be available in the central office of each building. Such forms shall be forwarded to the Business Administrator by the building principal.
 - d. After approval by the Business Administrator, the form shall be filed in his office.
 - e. Unused Personal Days will be reimbursed at the rate of sixty (\$60) dollars per day. Ten (10) month employees will receive up to one hundred twenty (\$120) dollars for two (2) days; twelve (12) month employees will receive up to one hundred eighty (\$180) dollars for three (3) personal days.
- B. Leaves of absence not covered by any of the preceding paragraphs, but which are sanctioned by the Business Administrator, shall be granted with the stipulation that the secretary shall forfeit 1/200 (ten month employees) or 1/240 (twelve month employees) of their base pay.
- C. Leave under Article IX shall not be cumulative.
- D. Jury Duty
 - 1. A regular employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall be paid by the Board his/her daily rate of pay. The employee agrees to turn over the jury duty check to the Board.
 - a. The employee must notify his/her supervisor and Superintendent of Schools immediately upon receipt of a summons for jury duty.
 - b. The employee must not have voluntarily sought jury service.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE (continued)

- c. If in the opinion of the Superintendent, a reasonable replacement cannot be obtained as outlined in N.J.S.A. 2B:20-10 (c)(6), the employee must request, in writing, to be excused from jury duty while school is in session. To this end, a letter of request from the Superintendent of Schools shall accompany this letter from the staff member.
 - d. The employee must submit adequate proof of the time served on jury duty.
2. If any employee on jury duty is released by the court prior to twelve o'clock noon, that employee shall be required to return to work by one o'clock p.m. that day in order to receive pay for that day.

ARTICLE X - EXTENDED LEAVE OF ABSENCE

A. Maternity Leave of Absence

1. All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for the balance of the school year in which the said leave begins.
2. Employees who have been granted maternity leave may annually apply for additional maternity leave. The total maternity leave granted cannot exceed twenty-four (24) consecutive months.
3. Maternity leave shall be granted subject to the following conditions:
 - a. An employee shall notify the Business Administrator of her pregnancy at least one hundred twenty (120) days in advance of the requested leave.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
4. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.
5. Employees desiring to return from a leave of absence shall notify the Business Administrator in writing, Thirty (30) days prior to the intended date of return.

ARTICLE X - EXTENDED LEAVE OF ABSENCE (continued)

6. No employee shall be removed from her duties during pregnancy, except upon one of the following:
 - a. The Board has found that her work performance has noticeably declined.
 - b. The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board and the employee, whose opinion on medical capacity shall be final and binding.
 - c. Any other just cause.
7. The time spent on maternity leave shall not count for placement on the salary guide.
8. All provisions of Paragraph A shall also apply to maternity leave of absence for adoption except that leave shall become effective on the date of receipt of the adopted child, unless absence from work is required for the placement to proceed.
9. If any employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for purpose of this Section shall be defined as the period commencing thirty (30) calendar days before anticipated delivery date and ending thirty (30) calendar days after the actual delivery or such other period of disability as shall be certified to the Board by the employee's physician.

ARTICLE X - EXTENDED LEAVE OF ABSENCE (continued)

- B. In accordance with the State and/or Federal Family Leave Acts, any eligible employee shall be granted an unpaid leave of absence of up to twelve (12) weeks for the purpose of caring for a sick husband, wife, child, or parent of the employee.
- C. All accumulated benefits to which an employee was entitled at the time her leave commenced, including unused accumulated sick leave, shall be restored upon return.
- D. Employee benefits will be maintained during the twelve (12) week period of leave in accordance with the State and Federal Family Leave Acts.

ARTICLE XI - VACATION POLICY

- A. All full time twelve (12) month employees with five (5) or less years of service as of July 1 each year shall be entitled to ten (10) working days vacation each year. Vacation shall be earned at the rate of one (1) day per month by all twelve (12) month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six (6) months of employment with the New Milford School System.
- B. All full time twelve month (12) employees with more than five (5) years service as of July 1 each year, having started between June 15 and September 5, shall be entitled to fifteen (15) working days vacation per year. Vacation shall be earned at the rate of one and one half (1½) days per month by all twelve (12) month personnel with more than five (5) years of service. A maximum of fifteen (15) working days vacation may be earned in any single fiscal year.
- C. Ten (10) month employees do not receive vacation time.
- D. All requests for vacation time will be submitted in writing to the employee's immediate supervisor for approval. After approval by the immediate supervisor, in consultation with the Business Administrator, a copy will be returned to the employee.
- E. Seniority will be the determining factor in scheduling vacation periods when conflicts occur.
- F. All vacation periods, as stated above, are subject to change or alteration dictated by the needs of the system. The final determination of the total vacation schedule rests with the Business Administrator.

ARTICLE XI - VACATION POLICY (continued)

- G. Vacation is to be taken in the fiscal year following the fiscal year in which it is earned and as the needs of the system permits. Unused vacation days will be reimbursed by the Board annually at the salary received during the fiscal year the days were unused. No more than five (5) unused vacation days will be reimbursed by the Board.
- H. Vacation days should not accumulate from year to year. The Business Administrator may permit an accumulation of no more than five (5) days in a year. A request to accumulate days beyond five (5) is subject to Board approval.

ARTICLE XII - AGENCY SHOP

A. Representation Fee

The Board agrees to deduct the fair share fee from the earnings of those secretarial/clerical personnel in the bargaining unit as defined in Article I, who elect not to become a member of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Board.

B. Computation of Fair Share Fee

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees and assessments of the majority representative, less the cost of benefits and services financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed 85% or that which is prescribed by law of the regular unified membership dues, fees and assessments.
2. The majority representative shall provide thirty (30) days advance written notice to the Board the information necessary to compute the fair share fee for services enumerated above.
3. Any challenge to the fair share fee assessment by any secretarial/clerical personnel shall be filed in writing with the Public Employment Relations Commission, the Board and the majority bargaining representative in accordance with law.

ARTICLE XII - AGENCY SHOP (continued)

C. Part Time Secretarial/Clerical Personnel

1. For the purpose of this Article, part-time secretarial/clerical personnel are defined as those individuals who work less than one half of the schedule of full-time secretarial/clerical personnel.
2. Part-time secretarial/clerical personnel will pay a pro rata fair share fee as may be provided in the Constitution By-laws or rules and regulations of the bargaining unit and/or its affiliated organizations.

D. Challenging Assessment Procedure

The majority representative agrees to establish a procedure by which non-member secretarial/clerical personnel in the bargaining unit as defined in Article I can, in accordance with law, challenge any assessments.

E. Deduction of Fee

1. No fees shall be deducted for any secretarial/clerical personnel sooner than the thirtieth (30) day following the notice of the amount of the fair share fee or the thirtieth (30) day following the beginning of employment, whichever is later, for new secretarial/clerical personnel appointed to positions in the negotiations unit.
2. In no event will any secretarial/clerical personnel in the employ of the Board at the time the agency shop agreement becomes effective be required to begin payment of the fair share fee before the thirtieth (30) day following the date the said agreement becomes effective.

ARTICLE XII - AGENCY SHOP (continued)

F. Payment of Fee

1. The Board shall deduct the fee from the earnings of the secretarial/clerical personnel and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

G. Indemnification

The Association agrees to indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Board in complying with the provisions of this Article, provided that:

1. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section.
2. If the Association so requests in writing, the Board will transfer to it full responsibility for the defense of such claim, demand, suit or other form of liability.

ARTICLE XIII - EDUCATIONAL DEVELOPMENT

A fund not to exceed three thousand two hundred (\$3,200) dollars per school year will be established in whole or in part for providing individual secretarial staff members with the opportunity to participate in approved educational programs.

Recognition will be given for college credits earned towards a college degree in a field relevant to current position.

- Six hundred fifty (\$650) dollars will be added to annual base salary upon completion of each college year credits (i.e. freshman, sophomore, etc.).
- Five hundred fifty (\$550) dollars will be added to the annual base salary upon attainment of each MOUS certification, working towards Master Certification, as determined by the Business Administrator.
- Previous approval of courses by Business Administrator is required.
- A "college year credit" shall be defined as the completion of thirty (30) credits.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be prepared and reproduced. The expense shall be shared equally by the Board and the Association and presented to all employees now employed, or hereafter employed, and made available to prospective candidates for employment by the Board.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing at the following addresses:
 - 1. If by Association, to the Board in care of the Secretary of the Board.
 - 2. If by Board, to the President of the Association at the building to which he/she is regularly assigned for her employment.
- C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.
- D. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior requests shall be submitted to the building Principal for their approval.
- E. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be posted shall be given to the immediate supervisor(s) for their approval prior to its being posted.

ARTICLE XIV - MISCELLANEOUS PROVISIONS (continued)

- F. The Association shall have the right to use the interschool mail facilities, school mail boxes, and e-mail as it deems necessary. However, the Board will not be responsible for any delay or problems in delivery. Use of said e-mail system shall comply with all Board policies and regulations.
- G. All job openings shall be advertised to the staff two (2) weeks prior to filling the position.
- H. For the purposes of layoff and recall of employees covered by this Agreement:
 - 1. Seniority will apply provided the employee has the ability and qualifications to do the work as determined by Central Administration.
 - 2. Recall rights shall be effective for a maximum period of two (2) years provided the employee on layoff continues to provide the Board office with a current address and telephone number.

ARTICLE XV - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI - FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time when they negotiated or executed this Agreement, except as required by Chapter 303 Public Laws, 1968 and Chapter 175 Public Laws, 1974.

ARTICLE XVII - DURATION OF AGREEMENT


A. Duration Period

This Agreement shall be effective, except where noted, as of July 1, 2008 and shall continue in effect through June 30, 2011 subject to the Association's right to negotiate over a successor agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents or representatives and attested to by their respective secretary or representative.

C. Attested to this June 3, 2009.

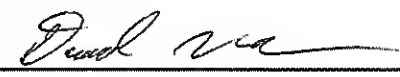
**NEW MILFORD ASSOCIATION OF
EDUCATIONAL SECRETARIES**

By: 
DAVID WILSON
President


By: 
JAMES CARR
Chief Negotiator

By: 
RITA PETRIE
Representative

**NEW MILFORD BOARD OF
EDUCATION**

By: 
DANIEL CONNER
Board President

By: 
LORI BARTON
Negotiations Chairperson

By: 
JOAN C. DUNN
Interim Board Secretary/
Business Administrator

**NEW MILFORD BOARD OF EDUCATION
SECRETARIAL-CLERICAL SALARY GUIDE
2008-2009**

STEP	10 MONTHS	12 MONTHS
1	24,000	29,000
2	26,000*	31,000*

*Secretaries-Clerical employees' salaries which exceed these amounts shall receive an increase to their annual 10 or 12 months' salaries of \$1,600.

Stipends

HS Principal Secretary 12 month guide + 3,900
 MS Principal Secretary 12 month guide + 3,300
 HS VP Secretary 12 month guide + 3,300
 A/P Clerk 12 month guide + 3,300
 Buildings & Grounds/Trans..... 12 month guide + 3,300
 HS Guidance Secretary 12 month guide + 3,300
 District Attendance Clerk..... 12 month guide + 3,300
 CST Secretary 12 month guide + 2,800
 Elementary Principal Secretary .. 10/12 month guide + 2,800
 Attendance VP Secretary.....12 month guide + 2,800
 Athletic Director Secretary 12 month guide + 2,800

NEW MILFORD BOARD OF EDUCATION
SECRETARIAL-CLERICAL SALARY GUIDE
2009-2010

STEP	10 MONTHS	12 MONTHS
1	26,000	31,000
2	28,000*	33,000*

*Secretaries-Clerical employees' salaries which exceed these amounts shall receive an increase to their annual 10 or 12 months' salaries of \$1,700.

Stipends

HS Principal Secretary 12 month guide + 3,900
 MS Principal Secretary 12 month guide + 3,300
 HS VP Secretary 12 month guide + 3,300
 A/P Clerk 12 month guide + 3,300
 Buildings & Grounds/Trans..... 12 month guide + 3,300
 HS Guidance Secretary 12 month guide + 3,300
 District Attendance Clerk 12 month guide + 3,300
 CST Secretary 12 month guide + 2,800
 Elementary Principal Secretary .. 10/12 month guide + 2,800
 Attendance VP Secretary.....12 month guide + 2,800
 Athletic Director Secretary 12 month guide + 2,800

**NEW MILFORD BOARD OF EDUCATION
SECRETARIAL-CLERICAL SALARY GUIDE
2010-2011**

STEP	10 MONTHS	12 MONTHS
1	28,000	33,000
2	30,000*	35,000*

*Secretaries-Clerical employees' salaries which exceed these amounts shall receive an increase to their annual 10 or 12 months' salaries of \$1,800.

Stipends

HS Principal Secretary 12 month guide + 3,900
 MS Principal Secretary 12 month guide + 3,300
 HS VP Secretary 12 month guide + 3,300
 A/P Clerk 12 month guide + 3,300
 Buildings & Grounds/Trans..... 12 month guide + 3,300
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